EXHIBIT 4

EXHIBIT A

FORM OF STATEMENT OF WORK

Statement of Work #01

15 January 2015

under the

Master Services Agreement

between

Honeywell International Inc.

and

LOCUS TECHNOLOGIES

STATEMENT OF WORK #01

This Statement of Work (SOW) dated 05/1/2015 between Honeywell International Inc., with offices at 101 Columbia Road, Morristown, NJ 07962 ("**Honeywell**") and Locus Technologies at 299 Fairchild Drive, Mountain View, CA 94043 ("Locus") is an attachment to the Master Services Agreement made entered as of 01/15/2015 between Honeywell International Inc and Locus Technologies (the "Agreement") and hereby fully incorporates the Agreement by reference. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement. Locus will provide Honeywell with the Services detailed in this SOW in accordance with the following requirements and schedules.

Scope:

The scope of Services performed under this SOW includes those described in this SOW and any additional or new services to which the Parties mutually agree in a written Change Order.

The details of the project scope, solution and deliverables were included in the Locus proposal "Honeywell RES RIMS Proposal - Revised Scope" last submitted on 5 September 2014 and incorporated here by reference. As stated in the proposal, Locus understands the project objectives for the Honeywell RIMS application to be developed on the Locus Platform solution and will deliver the agreed upon deliverables and modules in that proposal. Below is a brief summary of the proposal details.

Honeywell Project Objectives

The Honeywell Corporate Remediation and Evaluation Services group (RES) is currently seeking a centralized, web-based remediation information management system (RIMS) to replace existing legacy systems and stand-alone databases with newer, integrated technology in order to provide a centralized system to meet the organization's functional, technical, and vendor requirements for electronic information and remediation project matter management.

This project will be an iterative, phased approach with the proposed solution addressing Honeywell-Alliance Partner project collaboration for:

- ◇ Business planning;
- ◇ Purchase to pay preprocessing;
- ◇ Project control/project management;
- ◇ Vendor validation; and
- ◇ Business analytics

The RIMS custom application is to be developed within the Locus Platform (LP).

RIMS Application on Locus Platform

The following sections describe the modules of the RIMS application as proposed for development on the Locus Platform.

Honeywell has identified the following modules for the system:

- ◇ **Business Planning Tool (BPT):** Strategic Action Plan (STRAP), Business Planning Tool (BPT), Strategic Site Planning (SSP), Annual Operating Plan (AOP), Sarbanes Oxley reporting and forecasting (SOX).
- ◇ **Project Management/Project Control (PM/PC):** Project planning, management, control and closeout.
- ◇ **Purchase-to-Pay Preprocessing:** Electronic submittal of proposals and proposal metadata for remediation/construction manager review, sole source justification form, purchase order tracking, change order preparation and tracking, electronic submittal of invoices and invoice metadata for Honeywell review, digital workflow authorization for invoice approval, tracking of invoice payment status, settlements, real estate transactions, communications and related charges, etc.. The scope will include evaluation of the business case, and if viable, development of business requirements for future integration with Ariba requisition-to-order and order-to-pay functionality.
- ◇ **Vendor Validation:** Tracking of billing rates, unit prices, vendor scorecards, incentive compensation performance ranking and fee reconciliation.
- ◇ **Business Analytics (BA):** Vendor labor and project pricing, vendor budget versus actual, remediation spend metrics, cash and accrual metrics, "Buy Honeywell" metrics.
- ◇ **Integrated Solution:** The system will be powered by a back end Relational Database Management System (RDBMS) that would be utilized for data input and output, data storage, query and reporting.

- ◇ **Document Management:** Solution should include document management functionality if the solution cannot be integrated with the existing ePortal SaaS. Document management would include linkage to RES procedures and standards and serve as a repository for submittals associated with project Information management.

Project Plan

Locus proposes the following general approach to configure and implement the RIMS application for Honeywell. The actual steps and approach will be based on meetings with the Honeywell project team and in accordance with internal Honeywell schedules and resources. It is anticipated that this general approach can be followed for each of the RIMS modules.

Honeywell plans to leverage the Honeywell Technology Solutions (HTS) team during development effort to strengthen HTS understanding of the RIMS application and associated work processes, particularly in the areas of application testing, reporting and business analytics. This will help to control project costs and strengthen the competency of the HTS group in preparation for hand-off of administrative responsibilities of the developed RIMS module. It is expected that HTS will assist with QA testing. Design and implementation of RIMS will include future state of transition to HTS module administration upon implementation and hand-off. HTS will administer the RIMS module upon implementation.

Locus will endeavor to accommodate the Honeywell PMO process as communicated to Locus during the project kickoff. If the PMO process requires extra time and resources beyond the expectations established in the RFP, Locus will charge Honeywell on Time and Material (T&M) basis through the Change Order process established in this SOW. Locus will identify in advance, and provide an estimate for, any PMO process costs not anticipated as part of the RFP and associated cost estimate, and such work will not be undertaken without expressed written authorization in advance.

Project Kickoff and Discovery

Locus will meet with Honeywell team members to discuss in further detail the requirements of the RIMS and develop detailed configuration specifications for RIMS on the Locus Platform.

Locus will also formalize any new requirements into a system configuration specification for Honeywell review and approval. The system configuration specification will become the basis for the subsequent phases of work. As part of the requirements gathering, Locus will include any company specific functionality and requirements for data migration from existing systems.

Discovery will entail the following activities: Prepare for and conduct stakeholder kickoff and collaborative working session(s). Discuss project plan and approach and finalize details. Discuss stakeholders involved in the financial management process and their roles; prioritize key user types for the future state system. Walkthrough current paper and Excel/Word processes, system and related systems and highlight areas for digitization, automation and improvement. Review common "paper-based" and Excel/Word system materials related to financial management. Define success metrics for project and future state system. Document any gaps in knowledge or insights. Analyze above working session outcomes and create debrief document recapping above information and outlining an approach for the Insights phase.

Insight – Requirements Definition

Locus will work with Honeywell to employ the Honeywell User Experience (HUE) development approach. During the Insight phase the project team will create a research participant recruiting plan and schedule Observational Voice of the Customer (OVOC) sessions. Locus will conduct on-site observational research with appropriate cross-section of financial management system users. Locus will plan to conduct remote sessions with other users where on-site sessions are impractical and coordinate the insight interviews as described in the proposal. A summary of findings of the OVOC sessions will be created as a project deliverable.

The scope of work will include evaluation of the requirements for integration of the RIMS Purchase-to-Pay (P2P) preprocessing module with SAP. For initial pre-processing functionality, Locus will evaluate and implement the most economical means for limited data input/export to/from SAP to maintain purchase order and invoice financial detail in RDBMS, perform certain pre-processing data verification and error trapping, and to provide business analytics germane to Honeywell P2P review and approval. Pre-processing data verification and error trapping and requirements for communications protocols for SAP integration will be defined. . Locus will need to understand the nature of integration required before any substantive design/configuration work on the P2P module can be started. The RIMS Project Schedule currently has a milestone placeholder for understanding the decision point by 5/15/2015. Potential alternatives include:

1. A manual or semi-automated data exchange with SAP;
2. An automated data exchange with SAP, or with SAP through an existing Honeywell database;

3. A manual, semi-automated or automated data exchange through SAP ERP middleware. In the event that middleware is employed, the scope of data exchange may be purchase to order and order to pay, just purchase to order or just order to pay.;
4. A combination of 1-3 above.

The core RIMS team will determine the appropriate course of action once the corporate decision point on selection of SAP Integration approach is reached. The RIMS Project schedule contains an SAP Integration Plan that will require signoff before any integration work can be started by the Locus development team.

Honeywell reserves the right on integration of RIMs to an ERP middleware system based on available options at the time of implementation. Honeywell shall indicate to Locus in advance (60 to 90 days) based on which ERP system will be in place for integration and what type of integration will be attempted.

Architect – Envision Future State

Utilizing the findings of the Insight process, Locus will assess and align on impact of those insights, and incorporate into next steps, the creation of RIMS prototypes based on task flows to illustrate initial design direction. In an iterative process, Locus will review designs with stakeholders and confirm direction, resulting in the creation of UX prototype for the RIMS modules. Next, Locus will schedule sessions with appropriate Honeywell staff and Alliance Partners for review and approval of the overall design and functionality. Upon review of the document, Locus will move on to development of the final design prototype, and finalize documentation.

Development

This step is performed by the Locus Operations team with help from Software Engineering as needed. The implementation team closely works with the configuration team to check against requirements and ensure work flow is logical and meets customer needs. Locus will utilize an iterative design process in conformance with the Honeywell User Experience (HUE) to ensure that an easy, intuitive and desirable interface be employed for the financial management system. Deployment of RIMS on the Locus Platform will enable rapid experience prototyping with end users, incorporating smaller phases and frequent feedback for a faster launch. The progressively refined design will be validated during usability testing and expert review by a pilot group of end users, including the HTS group, to improve and simplify user interaction and understanding. Configuration will be done on a module basis, so that when one module is completed Honeywell can see the result and provide timely comments. Locus will perform development in accordance with the proposal submitted on 5 September 2014, more specifically in accordance with the Section 8 of the proposal: "PERFORMANCE STANDARDS, TESTING AND ACCEPTANCE CRITERIA."

As documented in the 'Insight – Requirements Definition' section above, the scope of work for the SAP interface hinges on a decision regarding the nature of the interface. Locus will provide a budget of $23.800 for SAP integration and $4,953 for integration testing, as taken from the cost estimates for the RIMS proposal. Any additional costs to meet the SAP interface requirements would require a change order.

Testing

Honeywell will undertake 5 test protocols. Locus will identify the ways to test thoroughly. Honeywell in conjunction with Locus will define a schedule for the user acceptance testing and develop instructions for testers. Honeywell will identify the testers and inform users regarding instructions including template for documenting test results and rapid turnaround time. Honeywell users will perform user testing and provide a list (if applicable) of any final modifications for the solution configuration. User Acceptance Testing (UAT) is expected in each iteration process to engage the VOC and HUE throughout the design and deployment of the RIMS functionality.

The following is the type of testing and groups that will do the testing.

Testing Phase	Objectives	Group
Unit Testing	Development items are individually tested to make sure it is working according to design specifications. Such items would include but are not limited to integrated feed files, calculations, security access, workflows, etc.	Locus
Functional Testing	Test scenarios and use cases will be used to verify that all parts of the business requirement functionalities are working. Such items would include but are not	Specific Core Team Members and HON TCoE

	limited to integrated feed files, calculations, security access, workflows, etc.	
Application Security Testing	Application Security Testing ensures that the applications are free from security vulnerabilities in line with industry standards like OWASP Top 10, STRIDE and DREAD models. Application security testing involves a comprehensive black box security testing which includes manual and automated assessments, with a primary focus on detection of complex business logic threats, unauthorized page access, authentication bypass, insufficient resource protection, unencrypted data transfer, as well as standard coding vulnerabilities such as SQL code injections or cross site scripting (XSS) etc.	HON Security Team Locus will review defects identified along with Honeywell security team and fix as per mutual agreement
Performance Engineering (PE) by Honeywell	Performance Testing ensures that the system and reports run within expected timeframes based on site or network location. Performance Engineering prescribes four standard tests to adequately test an application. Honeywell will need to inform Locus on timing and scope of this testing prior to conducting the tests. These tests may include, but are not limited to: • **Performance Test** - to determine the regular response from the application during normal usage • **Load Test** - to determine the response during heavy usage • **Stress Test** - To ensure that the application is stable (i.e. does not fail) at an unrealistic usage (upper limit) • **Longevity Test** - To ensure that the application is stable for a long period of time	HON PE Testing Team Locus will review defects identified along with Honeywell PE team and fix as per mutual agreement
Application Security Testing by Locus 3rd Party	Locus plans to perform the full security audit of the platform and Locus standard applications built on the platform in the Q4 of 2015. See reference file "Locus Platform Security Testing Audit.pdf" Security Testing was not specified as a	Locus Security Team

	requirement in the Honeywell RFP. As a result, any additional security testing beyond that referenced above that Honeywell requires Locus, or a third party under contract to Locus to perform will be subject to a change order.	
Performance Engineering (PE) by Locus	Locus will perform the following performance testing to ensure that the system and reports run within expected timeframes based on site or network location. • Locus will validate end user response time, dashboard response time, and report response time during UAT testing of the RIMs functionality. • Locus will perform single action load test for view list pages & reports with significant data {after legacy data loading} Performance Testing was not specified as a requirement in the Honeywell RFP. As a result, any additional performance testing beyond that identified above, including the following tests, will be subject to a change order if required by Honeywell: • **Load Test** - to determine the response during heavy usage • **Stress Test** - To ensure that the application is stable (i.e. does not fail) at an unrealistic usage (upper limit) • **Longevity Test** - To ensure that the application is stable for a long period of time	Locus PE Testing Team
User Acceptance Testing (UAT)	Customer verifies the application meets requirements identified. UAT ensures the application works as intended and as specified in the business requirements and system design documents. Test scenarios and scripts will be utilized to make certain application is working as per the UA Test plan.	Hon Core Team and specific identified HON users.

Implementation

This phase consists of configuring the application for Honeywell's business operations as well as configuring any additional Honeywell requirements. Locus will set up Honeywell's RIMS application on LP and deploy the fully configured and tested RIMS modules. During this process, input and review will be sought from Honeywell to ensure the modifications meet expectations. Once the configuration changes are fully tested and modified as needed, Locus will engage Honeywell's Admin or power users for initial user testing and feedback. Locus will address any issues from the power user review, revise the solution, and provide to Honeywell for User Acceptance Testing.

During this Phase, active participation by Honeywell is necessary. The prompt feedback of the customer is essential during solution configuration as Locus seeks input as the configuration progresses.

Training and Rollout Planning

Once User Acceptance Testing is completed, Locus will finalize system documentation and training materials and work with Honeywell to develop a rollout schedule and training plan. Locus will work with Honeywell to identify how the system will be rolled out (all at once or phased), what type of training will be provided (classroom or online), and who will prepare any needed internal business process related documents and guidance for the system, including how much existing information is to be migrated from other systems and tracking tools.

The following table describes the necessary training documentation and guidance that will be needed to be prepared and the responsible parties.

Documentation Type	**Responsible Party**
RES SOP and BMP for RIMS	Honeywell/HTS
Application Documentation	Locus
Training Manual or short videos	Locus (support from HTS as needed)

Honeywell and Locus will deploy the solution to end users per the rollout plan. Due to the dispersed nature of the Honeywell user base, Locus recommends web-based training sessions to remain cost effective for Honeywell. The training plan provides for twelve (12) hours of end-user training per RIMS module, along with twelve (12) hours of administrative training. Locus recommends one to two hour web-based sessions for maximum efficacy.

Data Transfer from Legacy Systems

Locus' Operations team has database and domain experts to guide data migrations. Locus will work with Honeywell HTS team to supply the desired edd templates to use for obtaining this data and migrating to RIMS. HTS will coordinate with the Alliance Partners and others' to obtain the historical data for migration and mapping assessment. Early on, we will need some representative test data for each entity designed for real scenario test cases. An assessment of data mapping requirements and any required data cleanup will be conducted mainly by HTS with support from Locus. Based on the assessment, Honeywell can determine how they will resource data cleanup and data template population efforts. Legacy data will be migrated from the existing Honeywell data stores using data import templates based on the design requirements for each RIMS module. The import routines include data validation controls to enforce the referential integrity, data type and format, and use of valid values. If required for development and testing of business analytics, Locus will migrate representative datasets in a timeframe needed to facilitate testing. The following table lists principal data elements that are expected to be migrated into Locus RIMS.

- ◇ Organization Hierarchy/Site Information – mapped to existing Honeywell EIM/ePortal records
- ◇ Vendor Master Data/Work Breakdown Structure (WBS)
- ◇ User Data
- ◇ Financial Plan data (STRAP, AOP, Triggers, Plan balances)
- ◇ Purchase to Pay transactional records
- ◇ Vendor Contract data

- ◇ SAP legacy data since January, 2011
- ◇ Summary statistics pertaining to AP labor breakdown structures and labor charges to match SAP legacy data period, subject to availability and cost. Honeywell will be responsible for obtaining the labor breakdown and cost metrics/statistics.

Go Live

During the initial period (defined as 60 days from UAT acceptance) of solution use by Honeywell users, quality assurance protocols will be implemented and monitored to ensure the application meets all requirements and performance metrics outlined in the project plan. User feedback will be collected along with additional requests for system modifications. Locus will provide support as needed per the support contract agreed upon and offer additional training sessions on a regular basis should they be needed.

Locus will repeat the rollout and Go Live process for each module in concert with the agreed upon schedule. Each module rollout will include the same initial period of solution monitoring described above.

Project Schedule

Locus developed this proposed project schedule based on the project guidelines outlined in the RFP. The schedule will be updated as needed throughout the project and shared with Honeywell on a monthly basis. Major schedule impacts will be discussed with Honeywell and a new schedule will be determined and agreed upon by both parties. The schedule assumes that the development effort will follow Locus software development process as described in the Section 8 of the Locus Proposal: "PERFORMANCE STANDARDS, TESTING AND ACCEPTANCE CRITERIA."

Figure 1: Project Schedule

Task Name	Duration	Start	Finish	Predecessors	Deliverable
Project Management	**386 days**	**Mon 11/10/14**	**Sat 4/30/16**		
Managing/Monitoring	386 days	Mon 11/10/14	Sat 4/30/16		
Internal Mtgs	**345 days**	**Mon 1/5/15**	**Sat 4/30/16**		
Weekly Team Mtgs	324 days	Mon 1/5/15	Thu 3/31/16		
Monthly Status Mtgs	307 days	Fri 2/27/15	Sat 4/30/16		
External Mtgs	**386 days**	**Mon 11/10/14**	**Sat 4/30/16**		
Monthly Status Calls (Core Team)	386 days	Mon 11/10/14	Sat 4/30/16		
Weekly Project Mtgs (Chris, David)	386 days	Mon 11/10/14	Sat 4/30/16		
MSA Signoff	**2 days**	**Mon 2/2/15**	**Tue 2/3/15**		**Yes**
Statement of Work (SOW)	**90 days**	**Mon 12/15/14**	**Fri 4/17/15**		
Finalize Project Plan and Schedule	16 days	Mon 2/2/15	Mon 2/23/15		
Mtg: Hon Review Project Plan/Schedule	**1 day**	**Fri 2/27/15**	**Fri 2/27/15**	**11**	
Revisions	5 days	Tue	Mon 3/2/15	12	

		2/24/15			
Honeywell Signoff on SOW	**34 days**	**Tue 3/3/15**	**Fri 4/17/15**	**13**	**Yes**
Discovery	**29 days**	**Mon 11/17/14**	**Thu 12/25/14**		
Insight	**96 days**	**Mon 12/1/14**	**Mon 4/13/15**		
Conduct Interviews	**87 days**	**Mon 12/1/14**	**Tue 3/31/15**		
Tier 2 and follow-up sessions	6 wks	Mon 2/16/15	Fri 3/27/15		
Document Findings	**71 days**	**Mon 1/5/15**	**Mon 4/13/15**		
Create 1st Draft Findings Documentation	6 wks	Mon 1/5/15	Fri 2/13/15		
Internal Review-mashup with should-be	3 wks	Mon 2/16/15	Fri 3/6/15		
Finalize 1st Draft Finding Doc	3 days	Mon 3/9/15	Wed 3/11/15	37	
Identify & Schedule 2nd Round OVOC follow-ups	5 days	Thu 3/12/15	Wed 3/18/15	38	
Conduct 2nd Round Follow Ups	2 wks	Thu 3/19/15	Wed 4/1/15	39	
Finalize Findings Documentation	7 days	Thu 4/2/15	Fri 4/10/15	40	
Mtg: Present Findings and Recommendations	**0 days**	**Mon 4/13/15**	**Mon 4/13/15**	**41**	**Yes**
Requirements Gathering	**84 days**	**Mon 2/2/15**	**Thu 5/28/15**		
Requirements Understanding	38 days	Mon 2/2/15	Wed 3/25/15		
Update Should Be Process Diagrams	20 days	Mon 4/13/15	Fri 5/8/15		Joint Hon Task
Finalize Business Requirements (+HON)	13 days	Wed 4/22/15	Fri 5/8/15		Joint Hon Task
Honeywell Review	9 days	Fri 5/8/15	Wed 5/20/15		
Revisions	7 days	Wed 5/20/15	Thu 5/28/15	47	
Honeywell Signoff of Bus. Req. and Should-Be Diagrams	**0 days**	**Thu 5/28/15**	**Thu 5/28/15**	**48**	**Yes**
Architect and Design	**134 days**	**Mon 4/6/15**	**Thu 10/8/15**		

Functional Req and Prototype Design	134 days	Mon 4/6/15	Thu 10/8/15		
Create Functional Req Document	88 days	Mon 4/6/15	Wed 8/5/15		
Intermediate Solution Requirements	3 wks	Mon 4/6/15	Fri 4/24/15		
Incorporate into Function Req Doc + ERD	2 wks	Thu 5/28/15	Wed 6/10/15	49	
Internal Review	7 days	Thu 6/11/15	Fri 6/19/15	54	
Revisions	7 days	Mon 6/22/15	Tue 6/30/15	55	
Honeywell Review	9 days	Wed 7/1/15	Mon 7/13/15	56	
Revisions	10 days	Tue 7/14/15	Mon 7/27/15	57	
Honeywell 2nd Review	7 days	Tue 7/28/15	Wed 8/5/15	58	
Honeywell signoff Requirements	0 days	Wed 8/5/15	Wed 8/5/15		Yes
Phase Gate Preparation (Hon Process Only)	8 days	Wed 8/5/15	Fri 8/14/15		Hon Task
Phase Gate Approval (Hon Process Only)	1 day	Mon 8/17/15	Mon 8/17/15	61	Hon Task
Design (hi-level prototypes)	94 days	Mon 6/1/15	Thu 10/8/15		
Go/No Go on Integration	1 day	Fri 5/15/15	Fri 5/15/15		
Create Interface Design Prototyping	3 wks	Thu 5/28/15	Wed 6/17/15	49,64	
Bahamas Release/Internal UAT	10 days	Mon 6/1/15	Fri 6/12/15		
Design 1st Set of Entities	39 days	Thu 6/18/15	Tue 8/11/15		
Internal Review	10 days	Thu 6/18/15	Wed 7/1/15	65	
Revisions	10 days	Thu 7/2/15	Wed 7/15/15	68	
Mtg: Honeywell 1st Entity Set Review	9 days	Thu 7/16/15	Tue 7/28/15	69	
Revisions	10 days	Wed 7/29/15	Tue 8/11/15	70	
Design 2nd Set of Entities	39 days	Thu 7/2/15	Tue 8/25/15		

Internal Review	10 days	Thu 7/2/15	Wed 7/15/15	68	
Revisions	10 days	Thu 7/16/15	Wed 7/29/15	73	
Mtg: Honeywell 2nd Entity Set Review	9 days	Thu 7/30/15	Tue 8/11/15	74	
Revisions	10 days	Wed 8/12/15	Tue 8/25/15	75	
Design 3rd Set of Entities	**42 days**	**Thu 7/16/15**	**Fri 9/11/15**		
Internal Review	10 days	Thu 7/16/15	Wed 7/29/15	73	
Revisions	10 days	Thu 7/30/15	Wed 8/12/15	78	
Cape Cod Release/Internal UAT (2015.03)	10 days	Mon 8/31/15	Fri 9/11/15		
Performance Test (# of Records related)	11 days	Thu 7/30/15	Thu 8/13/15	78	
Mtg: Honeywell 3rd Entity Set Review	9 days	Thu 8/13/15	Tue 8/25/15	79	
Revisions	10 days	Fri 8/28/15	Thu 9/10/15	82	
Honeywell Signoff Design	**9 days**	**Fri 9/11/15**	**Wed 9/23/15**	**83**	**Yes**
Phase Gate Preparation (Hon Process Only)	8 days	Wed 9/23/15	Fri 10/2/15		Hon Task
Phase Gate Approval (Hon Process Only)	1 day	Thu 9/24/15	Thu 9/24/15		Hon Task
Development and Configuration	**197 days**	**Wed 7/29/15**	**Thu 4/28/16**		
Iterative Design/Development Cycles (4 releases)	**197 days**	**Wed 7/29/15**	**Thu 4/28/16**		
Iteration 1	**62 days**	**Wed 7/29/15**	**Thu 10/22/15**		
Finalize Iteration 1 /Build Schedule	4 days	Wed 7/29/15	Mon 8/3/15	70	
Develop	4 wks	Tue 8/4/15	Mon 8/31/15	90	
Deploy to UAT	3 wks	Tue 9/1/15	Mon 9/21/15	91	
Test	**19 days**	**Mon 8/24/15**	**Thu 9/17/15**	**92**	
Create Internal Test	4 days	Mon	Thu		

Script + Load Test Data		8/24/15	8/27/15	
Unit Testing	5 days	Fri 8/28/15	Thu 9/3/15	94
Functional Testing	5 days	Fri 9/4/15	Thu 9/10/15	95
Application Security Testing	3 days	Fri 9/11/15	Tue 9/15/15	96
Performance Test	2 days	Wed 9/16/15	Thu 9/17/15	97
Honeywell Review and Approval – I1	**9 days**	**Fri 9/18/15**	**Wed 9/30/15**	**98**
Revisions	1 wk	Thu 10/1/15	Wed 10/7/15	99
Finalize Iteration 1	0 days	Thu 10/8/15	Thu 10/8/15	100
Deploy to Production (under construction)	2 days	Thu 10/8/15	Fri 10/9/15	101
Honeywell Hands On Review	9 days	Mon 10/12/15	Thu 10/22/15	102
Iteration 2	101 days	**Wed 8/12/15**	**Wed 12/30/15**	
Finalize Iteration 2/Build Schedule	4 days	Wed 8/12/15	Mon 8/17/15	75
Develop	4 wks	Tue 10/13/15	Mon 11/9/15	102
Deploy to UAT	2 wks	Tue 11/10/15	Mon 11/23/15	106
Test	**19 days**	**Fri 10/30/15**	**Wed 11/25/15**	
Create Internal Test Script + Load Test Data	4 days	Fri 10/30/15	Wed 11/4/15	
Unit Testing	5 days	Thu 11/5/15	Wed 11/11/15	109
Functional Testing	5 days	Thu 11/12/15	Wed 11/18/15	110
Application Security Testing	3 days	Thu 11/19/15	Mon 11/23/15	111
Performance Test	2 days	Tue 11/24/15	Wed 11/25/15	112
Honeywell Review and Approval – I2	**9 days**	**Thu 11/26/15**	**Tue 12/8/15**	**113**
Revisions	1 wk	Wed 12/9/15	Tue 12/15/15	114

Finalize Iteration 2	0 days	Wed 12/16/15	Wed 12/16/15	115
Deploy to Production (under construction)	2 days	Wed 12/16/15	Thu 12/17/15	116
Honeywell Hands On Review	9 days	Fri 12/18/15	Wed 12/30/15	117
Iteration 3	135 days	**Wed 8/26/15**	**Tue 3/1/16**	
Finalize Iteration 3/Build Schedule	4 days	Wed 8/26/15	Mon 8/31/15	82
Develop	4 wks	Fri 12/18/15	Thu 1/14/16	117
Deploy to UAT	2 wks	Tue 2/9/16	Mon 2/22/16	121
Test	**19 days**	**Thu 12/31/15**	**Tue 1/26/16**	
Create Internal Test Script + Load Test Data	4 days	Thu 12/31/15	Tue 1/5/16	
Unit Testing	5 days	Wed 1/6/16	Tue 1/12/16	124
Functional Testing	5 days	Wed 1/13/16	Tue 1/19/16	125
Application Security Testing	3 days	Wed 1/20/16	Fri 1/22/16	126
Performance Test	2 days	Mon 1/25/16	Tue 1/26/16	127
Honeywell Review and Approval – I3	**9 days**	**Wed 1/27/16**	**Mon 2/8/16**	**128**
Revisions	1 wk	Tue 2/9/16	Mon 2/15/16	129
Finalize Iteration 3	0 days	Tue 2/16/16	Tue 2/16/16	130
Deploy to Production (under construction)	2 days	Tue 2/16/16	Wed 2/17/16	131
Honeywell Hands On Review	9 days	Thu 2/18/16	Tue 3/1/16	132
Iteration 4	113 days	**Tue 11/24/15**	**Thu 4/28/16**	
Finalize Iteration 4/Build Schedule	4 days	Tue 11/24/15	Fri 11/27/15	160
Develop	4 wks	Thu 2/18/16	Wed 3/16/16	132
Deploy to UAT	2 wks	Thu 3/17/16	Wed 3/30/16	136

Test	19 days	Mon 2/29/16	Thu 3/24/16		
Create Internal Test Script + Load Test Data	4 days	Mon 2/29/16	Thu 3/3/16		
Unit Testing	5 days	Fri 3/4/16	Thu 3/10/16	139	
Functional Testing	5 days	Fri 3/11/16	Thu 3/17/16	140	
Application Security Testing	3 days	Fri 3/18/16	Tue 3/22/16	141	
Performance Test	2 days	Wed 3/23/16	Thu 3/24/16	142	
Honeywell Review and Approval – I4	**9 days**	**Fri 3/25/16**	**Wed 4/6/16**	**143**	
Revisions	1 wk	Thu 4/7/16	Wed 4/13/16	144	
Finalize Iteration 4	0 days	Thu 4/14/16	Thu 4/14/16	145	
Deploy to Production (under construction)	2 days	Thu 4/14/16	Fri 4/15/16	146	
Honeywell Hands On Review	9 days	Mon 4/18/16	Thu 4/28/16	147	
Phase Gate Preparation (Hon Process Only)	8 days	Mon 4/18/16	Wed 4/27/16		Hon Task
Phase Gate Approval (Hon Process Only)	1 day	Thu 4/28/16	Thu 4/28/16	149	Hon Task
SAP Interfaces	**218 days**	**Mon 5/18/15**	**Wed 3/16/16**		
Understand Honeywell Integration Requirements	0 days	Mon 5/18/15	Mon 5/18/15	64	Hon Task
Create Honeywell/Locus Integration Plan	4 wks	Mon 5/18/15	Fri 6/12/15	152	
Honeywell Review	9 days	Mon 6/15/15	Thu 6/25/15	153	
Revisions	7 days	Fri 6/26/15	Mon 7/6/15	154	
Honeywell Signoff on Integration Plan	2 days	Tue 7/7/15	Wed 7/8/15	155	
Phase Gate Preparation (Hon Process Only)	8 days	Thu 7/9/15	Mon 7/20/15		Hon Task
Phase Gate Approval (Hon Process Only)	1 day	Tue 7/21/15	Tue 7/21/15	157	Hon Task
Locus Signoff on Integration Plan	2 days	Thu 7/9/15	Fri 7/10/15	156	

Configure Integration	12 wks	Thu 9/24/15	Wed 12/16/15	84	
Testing Integration	12 wks	Thu 12/17/15	Wed 3/9/16	160	
Finalize Integration Documentation	1 wk	Thu 3/10/16	Wed 3/16/16	161	
Testing Plan	**45 days**	**Thu 9/24/15**	**Wed 11/25/15**		
Test Plan	**45 days**	**Thu 9/24/15**	**Wed 11/25/15**		
Create Test Plan	3 wks	Thu 9/24/15	Wed 10/14/15	84	
Internal Review	7 days	Thu 10/15/15	Fri 10/23/15	165	
Revisions	7 days	Mon 10/26/15	Tue 11/3/15	166	
Honeywell Review	9 days	Wed 11/4/15	Mon 11/16/15	167	
Revisions	7 days	Tue 11/17/15	Wed 11/25/15	168	
Honeywell Signoff on Test Plan	**1 day**	**Thu 11/26/15**	**Thu 11/26/15**	**169**	**Yes**
Training Plan	**40 days**	**Thu 9/24/15**	**Wed 11/18/15**		
Create Training Plan	2 wks	Thu 9/24/15	Wed 10/7/15	84	
Internal Review	7 days	Thu 10/8/15	Fri 10/16/15	172	
Revisions	7 days	Mon 10/19/15	Tue 10/27/15	173	
Honeywell Review	9 days	Wed 10/28/15	Mon 11/9/15	174	
Revisions	7 days	Tue 11/10/15	Wed 11/18/15	175	
Honeywell Signoff on Training Plan	**1 day**	**Thu 11/19/15**	**Thu 11/19/15**	**176**	**Yes**
implementation Plan	**50 days**	**Fri 11/27/15**	**Thu 2/4/16**		
Create Implementation Plan	4 wks	Fri 11/27/15	Thu 12/24/15	170,177	
Internal Review	7 days	Fri 12/25/15	Mon 1/4/16	179	
Revisions	7 days	Tue 1/5/16	Wed	180	

			1/13/16		
Honeywell Review	9 days	Thu 1/14/16	Tue 1/26/16	181	
Revisions	7 days	Wed 1/27/16	Thu 2/4/16	182	
Honeywell Signoff on Implementation Plan	**0 days**	**Fri 2/5/16**	**Fri 2/5/16**	**183**	**Yes**
Implementation and Rollout	**31 days**	**Fri 4/29/16**	**Fri 6/10/16**		
Implementation	31 days	Fri 4/29/16	Fri 6/10/16		
Implement on production	5 days	Fri 4/29/16	Thu 5/5/16	134	
Faroe Release	7 days	Fri 5/6/16	Mon 5/16/16	187	
Test production	26 days	Fri 5/6/16	Fri 6/10/16		
Unit Testing	3 days	Fri 5/6/16	Tue 5/10/16	187	
Functional Testing	3 days	Wed 5/11/16	Fri 5/13/16	190	
Application Security Testing	2 days	Mon 5/16/16	Tue 5/17/16	191	
Performance Test	3 days	Fri 5/13/16	Tue 5/17/16		
UAT Honeywell	9 days	Wed 5/18/16	Mon 5/30/16	193	
Phase Gate Preparation (Hon Process Only)	8 days	Tue 5/31/16	Thu 6/9/16	194	Hon Task
Phase Gate Approval (Hon Process Only)	1 day	Fri 6/10/16	Fri 6/10/16	195	Hon Task
GO-Live	**0 days**	**Mon 5/30/16**	**Mon 5/30/16**		
Data Migration from legacy systems	**50 days**	**Mon 1/11/16**	**Fri 3/18/16**		
Transfer from Honeywell Spreadsheets	8 wks	Mon 1/11/16	Fri 3/4/16		
Transfer from Consultants	8 wks	Mon 1/25/16	Fri 3/18/16		
Transfer other	3 wks	Mon 2/15/16	Fri 3/4/16		
Application Documentation	**96 days**	**Wed 1/6/16**	**Wed 5/18/16**		
Create Application Documentation	8 wks	Wed 1/6/16	Tue 3/1/16		
Internal Review	14 days	Wed 3/2/16	Mon 3/21/16	203	
Revisions	21 days	Tue	Tue 4/19/16	204	

		3/22/16			
Finalize Application Documentation	21 days	Wed 4/20/16	Wed 5/18/16	205	
Training Sessions	39 days	Mon 5/9/16	Thu 6/30/16		
Administration Training	2 wks	Mon 5/9/16	Fri 5/20/16		
Role 2 Training	1 wk	Mon 5/23/16	Fri 5/27/16	208	
Role 3 Training	1 wk	Mon 5/30/16	Fri 6/3/16	209	
Role 4 Training	1 wk	Mon 6/6/16	Fri 6/10/16	210	
Makeup Training Sessions	1 wk	Mon 6/13/16	Fri 6/17/16	211	
Phase Gate Preparation (Hon Process Only)	8 days	Mon 6/20/16	Wed 6/29/16	212	Hon Task
Phase Gate Approval (Hon Process Only)	1 day	Thu 6/30/16	Thu 6/30/16	213	Hon Task
Long Term Maintenance					
System Maintenance and Support					
User Support (Switch to Help Desk)					

Administrative Information:

The Locus Project Manager for this SOW:

David McConaughy
Senior Project Manager
mcconaughyd@locustec.com,
Tel. 412-354-1518

The Honeywell Program Manager for this SOW:

Chris French
chris.french@honeywell.com
Tel. (973) 455-4131
Cell. (973) 216-7506

The Honeywell Project Manager for this SOW:

Yeshvant Prabhu
yeshvant.prabhu@Honeywell.com
Cell. +91 8971112514

Payment Schedule for 2015 is governed and controlled by Honeywell Purchase Order No. 4500126173, which includes the first 21 months of scope (until June 2016), primarily for the implementation work as approved by Honeywell for the amount of $398,998. It is understood that Locus has agreed to distribute development cost over a four year time frame and that Locus will be incurring the bulk of the development cost in year one of the contract.

Payment schedule for a development portion for years 2 to 5 is as follows:

Invoice Date (Month)	Payment Amount of PO, percent
January	40
March	30
June	20
September	10
Annual Total (per year):	**100**

Locus will submit invoices describing the Services, Deliverables and Reimbursable Expenses and the payments due. If Honeywell disputes an invoice Honeywell will pay the undisputed portion of the invoice and withhold payment of the disputed portion until the dispute is resolved.

Payment for Licensing Fees and Maintenance and Support – fees after year one, all future years 2016 thru 2019 will be invoiced annually and billed in November of the previous year after validating previous year's performance schedule is on track with project deliverables. See the proposal and schedule III. Software License, SaaS Subscription, and Maintenance and Support, for details.

Term:

The term of this SOW commences on 1 October 2014 and terminates on 30 June 2016, unless earlier terminated or extended as set forth in the Agreement. Provisions for extension of this SOW, if any, are also as set forth in the Agreement.

Invoices:

Invoices (including the Honeywell Purchase Order number) will be sent to:

Honeywell International Inc.
CHRIS FRENCH
101 Columbia Road
MORRISTOWN NJ 07962-1219

With a copy to:

n/a

SCHEDULES
1. Services and Milestones
2. Responsibilities
3. Key Personnel
4. Approved Subcontractors
5. Service Location(s)
6. Required Reports
7. Required Meetings
8. Required Software, Hardware, Equipment and Facilities
9. Fees and Expenses
10. Performance Guarantees and Credits
11. Termination/ Expiration Assistance
12. List of Change Orders

The Parties' authorized representatives have executed this Statement of Work by their signatures below:

Honeywell

By: _____

Name: Bill Hague

Title: Remediation Director

Date: 5/13/2015

Locus Technologies

By: _____

Name: _____

Title: _____

Date: _____

Honeywell

By: _____

Name: Chris French

Title: Remediation Manager

Date: 5.4.15

Locus Technologies

By: _____

Name: _____

Title: _____

Date:

Digitally signed by Neno Duplan
DN: cn=Neno Duplan, o=Locus Technologies, ou, email=neno@locustec.com, c=US
Date: 2015.05.15 15:01:36 -07'00'

SCHEDULES

Schedule 1 – Services and Milestones

The deliverables and schedules shown in the Schedule 1 table below are subject to the prompt turnaround time to review and approve the material in order to quickly move to the next phase of the project. It is imperative the approval process is kept to only key individuals that need to review and approval said deliverables.

Services

#	Services / Deliverables	Deliverable Due Date	Acceptance Criteria	Review Completion Date
1	Statement of Work, Project schedule	3/20/2015	Sign off per PMO	4/17/2015
2	RACI Diagram (mostly prepared by Honeywell)	4/30/2015	Sign off per PMO	5/15/2015
3	Business Requirements (mostly prepared by Honeywell)	5/8/2015	Sign off per PMO	5/28/2015
4	Functional Requirements	7/1/2015	Sign off per PMO	8/5/2015
5	Iteration 1 Deployment to Production	9/18/2015	RIMS team signoff	10/22/2015
6	Iteration 2 Deployment to Production	11/26/2015	RIMS team signoff	12/30/2015
7	Iteration 3 Deployment to Production	1/27/2016	RIMS team signoff	3/1/2016
8	Iteration 4 Deployment to Production	3/25/2016	RIMS team signoff	4/28/2016
9	Training Plan	10/28/2015	Sign off per PMO	11/19/2015
10	Test Plan	11/4/2015	Sign off per PMO	11/26/2015
11	Implementation Plan	1/14/2016	Sign off per PMO	2/5/2016
12	Application Documentation (User Guide)	3/31/2016	RIMS team signoff	4/19/2016

Milestones

#	Milestone Date	Event	Completion Criteria
1	11/17/2014	Project Kickoff	Completed
2	4/30/2015	OVOC findings and recommendations presentation	RIMS team signoff
3	5/15/2015	SAP ERP Middleware Decision Point	CORP business decision
4	5/28/2015	Business Requirements Signoff	Sign off per PMO
5	7/10/2015	Honeywell/Locus Integration Plan Signoff	RIMS team signoff
6	8/5/2015	Functional Requirements Complete	Sign off per PMO
7	9/23/2015	Design Prototype Signoff	Sign off per PMO
8	10/22/2015	Iterative Release 1 Approval	RIMS team signoff
9	12/30/2015	Iterative Release 2 Approval	RIMS team signoff
10	3/1/2016	Iterative Release 3 Approval	RIMS team signoff
11	4/28/2016	Iterative Release 4 Approval	Sign off per PMO
12	5/30/2016	Implementation Go-Live	Sign off per PMO

Schedule 2 –Responsibilities

In addition to the responsibilities and deliverables outlined in the Agreement, Locus's responsibilities for Services and deliverables include but are not limited to the following:

Locus's Responsibilities

#	Responsibility	Frequency
1	Bug tracking and resolution documentation	As Needed
2	Delivery of Reports	As described in schedule 1
3	Delivery of Monthly Status Reports	Monthly
4	All document revision cycles are considered to be a maximum of three days duration and three iterations without schedule impact.	As Needed

Honeywell Responsibilities

In addition to the responsibilities outlined in the Agreement, Honeywell's responsibilities include but are not limited to the following:

#	Responsibility	Due Date or Deadline
1	Honeywell will ensure that one main Point of Contact (POC) is assigned as RIMS Project Manager, and is responsible for ensuring that Honeywell and Alliance partners that serve on each functional team meet their responsibilities in a timely manner.	As Needed
2	Conduct User Testing as detailed in Testing plan	As Needed
3	Honeywell will ensure that one main Point of Contact (POC) is assigned for each functional team that is supporting the finalization of requirements and all relevant project data. Each POC will be expected to meet the requested turnaround times and deliverables required.	As Needed
4	All document revision cycles are considered to be a maximum of nine business day's duration with up to two iterations that can be included without schedule impact. Honeywell will either accept all deliverables within six business days of delivery or notify Locus with specific details in writing of any issues via email.	As Needed
5	Honeywell will ensure that key personnel remain available and intact to their best of their ability to keep the approval process and project moving forward.	As Needed

Schedule 3 – Key Personnel

Locus Personnel: List Key Locus Personnel only if they are critical.

Note: Locus is responsible for providing the deliverables and assigning adequate personnel to do so. The Locus is responsible for the day-to-day management of their personnel.

Name	Title
David McConaughy	RIMS Project Manager
Jennifer Peterson	Honeywell Program Manager

Schedule 4 – Approved Subcontractors

Approved Subcontractors:

Approved Subcontractor Name	Describe Subcontracted Services	Limitations Regarding Subcontracted Services
Jeff Strand	RIMS Business Analyst	Contractor managed by Locus exclusively

Schedule 5 –Service Location(s)

Locus Service Location(s):
Mountain View, CA
Asheville, NC
Remote locations including Phoenix, AZ

Honeywell Service Location(s):
Morristown, NJ

Schedule 7 – Required Meetings

Required Meetings:
Project Kickoff: Leadership, Core Team, IT, and Alliance Partner sessions
Observational Voice of the Customer (OVOC) meetings
Sponsor Meetings, at Milestones
Monthly Status Calls
Project Meetings, weekly

Schedule 8 – Required Software, Hardware, Equipment, and Facilities

List items required to be supplied by Honeywell and Locus to complete the services:

Locus Required Software, Hardware and Equipment
None

Honeywell Required Software, Hardware and Equipment
None

Schedule 9 – Fees and Expenses

I. For Fixed Fee Engagement:

Specify the Suppliers fee for the Services and Deliverables provided under this SOW

As submitted in the proposal and agreed upon.

Service Provided	2015 ($)	2016 ($)	2017 ($)	2018 ($)	2019 ($)
Implementation through Launch (Roll Up)	$283,869	$94,623	$94,623	$94,623	$0
Hosting Services	$0	$0	$0	$0	$0
Subscription Services (includes hosting services)	$0	$50,000	$50,000	$50,000	$50,000
Licensing - Full System (Includes Additional Dashboard and Report Module)	$50,000	$25,000	$25,000	$25,000	$25,000
Maintenance and Support - Full System	$9,000	$13,500	$13,500	$13,500	$13,500
Other (Specify): Data Migration	$56,129	$108,008	$56,129	$0	$0
Annual Total:	**$398,998**	**$291,131**	**$239,252**	**$183,123**	**$88,500**

II. Professional Services Fees:

The following fee schedule sets forth the maximum fees to be used when calculating project fees for Services under this SOW that are billed on a time and materials basis. All extra work, including Honeywell added administrative tasks that were not identified in the Locus Proposal date 5 September 2014 will be billed on Time and Material basis. Locus will identify in advance, and provide an estimate for, any costs not anticipated as part of the Locus proposal and associated cost estimate, and such work will not be undertaken without expressed written authorization in advance. Locus will provide details on hours expended on T&M tasks and associated expenses pursuant to the approved scope of work.

Task/Project	Fee Amounts
Legacy Data Transfer – Data cleanup and population of data templates	T&M, see Exhibit E: Locus Rates Table
Interface to 3rd party systems beyond RFP requirements	T&M, see Exhibit E: Locus Rates Table
Honeywell imposed PMO development steps that are outside of the Locus standard development process as presented in the Locus' Proposal Section 8. This includes RACI and other components of the Schedule I (Services) that are not part of Locus' standard development and testing process.	T&M, see Exhibit E: Locus Rates Table
If requested by Honeywell in lieu of HTS services, dedicated Experienced PPM Product Manager and Honeywell Management/IT Liaison at 20 percent of time at rate of $187/hr. Estimate about $80,000 per year for the first 3 years.	T&M, see Exhibit E: Locus Rates Table
Total Fees	TBD

III. Software License, SaaS Subscription, and Maintenance and Support:

Service Provided	2015 ($)	2016 ($)	2017 ($)	2018 ($)	2019 ($)
Hosting Services	$0	$0	$0	$0	$0
Subscription Services (includes hosting services)	$0	$50,000	$50,000	$50,000	$50,000
Licensing - Full System (Includes Additional Dashboard and Report Module)[1]	$50,000	$25,000	$25,000	$25,000	$25,000
Maintenance and Support - Full System	$9,000	$13,500	$13,500	$13,500	$13,500

1. Included in Section 1

IV. Miscellaneous.

Discounts are included in the cost summary tables.

Locus provided the following volume discounts and other provisions in the final proposal:

1. Honeywell requested costs of project be spread over 5 years as shown in the schedule 9 tables above.
2. Locus to provide SME liaison for PPM over 3 year period at fixed price or T&M if requested by Honeywell.
3. Locus provided deeply discounted SaaS fees over 5 year period with no Software License Fee for the Locus Platform.
4. Locus did not charge for SaaS subscription fee during development process until the RIMS solution goes live.
5. Locus included the hosting and SaaS for Locus Platform dashboards and reporting modules, free of charge.
6. Locus provided discount for user license fees for up to 500 users as stated in the final proposal submitted.
7. Locus discounted maintenance and support for the fully deployed system.

Schedule 11 – Termination/Expiration Assistance

See section 4.7 Termination Management of the Agreement section of the MSA

Schedule 12 – List of Change Orders

Change Orders will be tracked using the form below and processed as they happen.

Change Order Number	Change Order Date	Change Order Author	Change Order Description

Change Order Number	Change Order Date	Change Order Author	Change Order Description

PROFORMA TEMPLATE!

EXHIBIT B

CHANGE REQUEST FORM AND CHANGE ORDER FORM

PART A: CHANGE REQUEST FORM

To Be Completed by Honeywell

Honeywell Legal Entity Name ("Honeywell"): _____ Change #: _____

Project Name: _____ SOW # and Date: _____

Locus Legal Entity Name ("Locus"): _____ Locus SOW Manager Name: _____

Requester's Name: _____ Phone #: _____ Date: _____

Description/Reason for Change:

Benefits of Change:

Costs of Not Doing Change: _____

Related Change Requests: _____

Priority: High ☐ Medium ☐ Low ☐

To Be Completed by Locus

Items Impacted	Description of Impact (Scope, Cost, Schedule, other)
[Please **insert**]	
(add rows to Items list as needed)	

Risk Severity Impact: High ☐ Medium ☐ Low ☐

Time to complete this change: _____

Cost of this change:

ACCEPTANCE or REJECTION

Honeywell

Acceptance ( ) Rejection ( )

Approved By: _____ Date: _____

Title: _____ Rejection Reason: _____

Locus Acceptance

Approved By: _____ Date: _____

Title:

EXHIBIT B (CONTINUED)

PART B: CHANGE ORDER FORM

CHANGE ORDER NO. [Please insert no.] ("CHANGE ORDER") TO THE STATEMENT OF WORK NO. [Please insert no.] DATED [Please insert Date] MADE BY AND BETWEEN HONEYWELL AND LOCUS TECHNOLOGIES (THE "PARTIES")

Whereas, the Parties desire to amend the scope of Services in Statement of Work specified in this Change Order.

Now, therefore, in consideration of the mutual promises and covenants contained in this Change Order Agreement, the Parties agree as follows:

1. Effective as of the date hereof, the following revisions shall be made to the Statement of Work specified in this Change Order:

Schedule 1: [Please insert **changes in detail**]

Schedule 2: [Please insert **changes in detail**]

Schedule 3: [Please insert **changes in detail**]

Schedule 4: [Please insert **changes in detail**]

Schedule 5: [Please insert **changes in detail**]

Schedule 6: [Please insert **changes in detail**]

Schedule 7: [Please insert **changes in detail**]

Schedule 8: [Please insert **changes in detail**]

Schedule 9: [Please insert **changes in detail**]

Schedule 10: [Please insert **changes in detail**]

Schedule 11: [Please insert **changes in detail**]

2. Except as hereinabove amended, all of the terms and conditions of the Statement of Work specified in this Change Order shall remain in full force and effect.

In Witness Whereof, the Parties have caused this Change Order to the Statement of Work specified in this Change Order to be executed by the signatures of their respective authorized representatives.

Honeywell	**Locus Technologies**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

EXHIBIT C

HONEYWELL TRAVEL GUIDELINES FOR SERVICE PROVIDERS

It is Honeywell's policy to conduct business travel in the least expensive manner following the guidelines defined within this document. No Service Provider should materially or monetarily benefit nor be penalized because of expenses incurred while traveling for Honeywell. Reimbursement shall be made for actual, reasonable and proper expenditures incurred in the conduct of approved Honeywell business. The purpose and amount of the expenditure should conform to the ethical and legal standards of conduct expected of all Honeywell Service Providers.

Any exceptions taken to these Travel Guidelines for Service Providers must be approved in writing by the CFO of the contracting entity.

AIR TRAVEL

A. All air travel must be booked economy / coach class.

B. All Service Providers must select the lowest logical airfare. For domestic travel, select the lowest logical airfare within a four-hour window of the desired departure time (2 hours before and 2 hours after), including connecting flights requiring not more than one connection per direction.

   For international travel, select the lowest logical airfare within an eight-hour window (4 hours before and 4 hours after) the requested time of travel for long-haul, out of country travel. For travel between USA and Mexico, between USA and Canada, between Asia and the Pacific (including India) and between Europe and the Middle East, the four-hour window will apply.

C. Where possible, travelers should make flight reservations at least 14 days in advance of the date of travel to take advantage of advance purchase discounts.

CAR RENTAL

A. Rental automobiles should be used only when economically justified over all other means of transportation (i.e. taxi, public transportation etc.)

A. Intermediate cars should be used unless equipment being carried or number of passengers requires a larger vehicle. If larger than intermediate car is rented, need to provide justification on the rationale for the larger vehicle

B. If there is a need to rent a car and Honeywell will reimburse for the expense, the car should be rented through Honeywell's preferred car rental providers. In the United States, Puerto Rico and Canada, the car rental providers are National and Enterprise. The contract number to use for both brands when renting is XZ24HSP. For Europe and Australia, the car rental provider is Europcar. The contract number to use is 50488454 EP.

C. Honeywell's rates include both Liability Insurance and Loss Damage Waiver. If the Service Provider purchases additional insurance, the cost of the insurance will *not* be reimbursed by Honeywell. If the Service Provider has a need to use the car insurance and the liability limits are in excess of those provided by the respective car rental agency, the Service Provider is responsible to pay the excess/deductible.

D. Please note that the contract numbers are strictly confidential and may not be used or disclosed to anyone other than to representatives of National, Enterprise, or Europcar when you are reserving a car.

SHUTTLE SERVICE - TAXI - LOCAL TRANSPORTATION

Commercial ground transportation such as shuttles, taxis, and public transportation should always be utilized in preference to renting a vehicle unless the use of the rental automobile is more cost effective.

At no time is a private car and driver (i.e., black car, limousine service, etc.) acceptable; this mode of transportation is not reimbursable.

LODGING

Contact the Honeywell person providing work direction for assistance in arranging for lodging at the Honeywell location being visited. Where available, and to the extent possible, Service Providers should stay at Honeywell preferred hotel properties where Honeywell has a negotiated rate. In addition, Service Providers should request any special, published rates available upon check-in at the local property. Only standard room accommodations will be reimbursed; suites, concierge level, etc. room types are not reimbursable unless they are provided at the same rate as the property's standard room rate or Honeywell's negotiated rate, whichever is lower.

PERSONAL EXPENSES

Expenses of a personal nature that are not considered necessary in the conduct of company business will not be reimbursed.

MEALS

Actual expense of meals, including gratuity, within reasonable limits (generally not to exceed a total of $70 per day) will be reimbursed. Alcohol will not be reimbursed

TELEPHONE CALLS

Reasonable business-related phone calls are reimbursable; personal telephone calls are not reimbursable.

ENTERTAINMENT

Entertainment expenses incurred by Service Providers in the course of Honeywell business are not reimbursable.

EXPENSE DOCUMENTATION

An itemized per day listing of reimbursable expenses shall be submitted. **Original** receipts are required for each travel-related expenditure of $25 or more. Proper receipts are as follows:

Airfare: Airline ticket (will be eligible for reimbursement only after the trip has taken place)

Hotel: Itemized hotel bill showing "Paid in Full"

Car rental: Rental agreement showing "Paid in Full"

Meals: Detailed receipts which denotes what was ordered. Tear tabs are insufficient documentation for meal spending and are not acceptable.

Phone calls: Person called/Business reason

Cash Out-of-Pocket Expenses: Original receipts are required for all cash out-of-pocket expenses regardless of dollar value.

PAYMENT

Service Provider should use their company's corporate credit card or their personal credit card for payment of their travel expenses. Service Provider's company will get reimbursed for Honeywell approved travel expenses through the normal invoice process.

EXHIBIT D

HONEYWELL'S SECURITY TERMS AND CONDITIONS FOR SUPPLIERS

The Honeywell Security Terms and Conditions for Suppliers set out below ("Security Terms and Conditions") were determined based on the anticipated scope of Services and Deliverables. If there is a subsequent change to scope of Services or Deliverables to be provided under this Agreement that impacts the previously agreed upon Security Terms and Conditions, then the Parties shall agree to amend this Security Terms and Conditions to reflect such change appropriately.

The Security Terms and Conditions are based upon Honeywell's Global Security Policies and Standards and may be modified from time to time. However, Honeywell will provide written notice to Locus thirty (30) days in advance for any modification that impacts Locus and no modification that has a material cost or other impact to Locus will be effective until agreed to in writing by Locus.

EXHIBIT E

LOCUS DISCOUNTED CATEGORY RATE SCHEDULE

ORG LEVEL	*CATEGORY*	HOURLY RATE	LOCUS EMPLOYEES
1	Managing Principal/Vice President Solution Architect I	$251	Neno Duplan
2	Manager, Information Technology Senior Project Manager Director, Software Engineering Solution Architect II	$236	David McConaughy Jennifer Peterson
3	Deployment Manager Systems Consultant Project Manager, Product Manager Account Manager Sr. Software Engineer Database Architect Sr. GIS Developer Senior Consultant Principal API Consultant Business Analyst	$225	Simon Ng Rehan Shah Ben Afzal
4	Software Engineer Field Engineer Network Engineer QA/QC Consultant	$196	Catherine Henue
5	Database Engineer Web Developer	$191	Tiantian He Shuang Liang
6	Web and UI Designer Help Desk Manager Help Desk Specialist	$185	Rebekah David
7	Data Warehouse Specialist Data Entry/Clerk Administrative Assistant	$98	Don Weltz

Personnel have been classified in the above staff categories based on skill, education, and experience level.

Hourly rates will escalate for CPI on annual basis, based on calendar year.

AGREED TO:
Honeywell International Inc.

By: _____

Name: William J. Hague

Title: Director - Remediation

Date: May 13, 2015

AGREED TO:
Locus Technologies
A California corporation

By: _____

Name: _____

Title: _____

Date: _____

Digitally signed by Neno Duplan
DN: cn=Neno Duplan, o=Locus Technologies, ou, email=neno@locustec.com, c=US
Date: 2015.05.15 15:02:34 -07'00'